

5738-C
RECORDATION NO. _____ Filed & Recorded

APR 17 1974 - 10 40 AM

BILL OF SALE

INTERSTATE COMMERCE COMMISSION

For good and valuable consideration, the receipt of which is hereby acknowledged, UNITED STATES LEASING INTERNATIONAL, INC., hereinafter called SELLER, does hereby sell, transfer and convey to BAY STATE MILLING COMPANY, hereinafter called BUYER, all of SELLER'S right, title and interest in and to the following described items of personal property:

10 airslide railroad cars manufactured by American Car Foundry Company and lettered BSMX and numbered 7, 8, 9, 10, 11, 12, 14, 15, 19, and 20.

Said Items of personal property are sold to Buyer as-is-where-is without any covenant, warranty or representation expressed or implied, of any nature whatsoever, as to the fitness or merchantability of any item, or items of personal property. Seller warrants that Seller has such title as that conveyed to it by the Manufacturer of said personal property and said personal property is free and clear of liens and encumbrances created by Seller. Seller makes no warranty as to any actions buyer may have done with respect to the creation of any liens or encumbrances on said personal property.

By acceptance of said property transferred hereunder, Buyer agrees to pay any and all sales and use taxes payable in connection with this sale.

UNITED STATES LEASING
INTERNATIONAL, INC.

By *Edgar W. Meyer*
Its Vice President

Dated

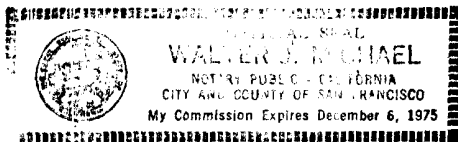
Consented and agreed to
this 11th day of April, 1974

U.S. STEEL LEASING CO., INC.

By *Al Brach*
Its Assistant Treasurer

STATE OF CALIFORNIA)
CITY AND COUNTY OF) SS.
SAN FRANCISCO)

On this 4th day of April, 1974 before me personally appeared Peter Mezey, to me personally known, who being by me duly sworn, says that he is a vice president of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Walter J. Michael

STATE OF NEW YORK)
COUNTY OF NEW YORK) SS.

On this 11th day of April, 1974, before me personally appeared J. L. Brady, to me personally known, who being by me duly sworn, says that he is the ASSISTANT TREASURER of U.S. STEEL LEASING CO., INC., that one of the Seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Marie T. Gollinello

MARIE T. GOLLINELLO
Notary Public, State of New York
No. 24-9821567
Qualified in Kings County
Commission Expires March 30, 1976

WARRANTY BILL OF SALE

BAY STATE MILLING COMPANY, a Minnesota corporation (hereinafter called "SELLER"), in consideration of the sum of one hundred seventy-five thousand dollars (\$175,000) in current lawful money of the United States of America paid to it by NORTH AMERICAN CAR CORPORATION, a Delaware corporation (hereinafter called "BUYER"), does hereby confirm that it has granted, bargained, sold, transferred and set over, and DOES HEREBY grant, bargain, sell, transfer and set over to its successors and assigns, the following units of railroad equipment which have been delivered by SELLER to BUYER:

Ten (10) Airslide railroad cars manufactured by American Car and Foundry Company and lettered BSMX and numbered 7, 8, 9, 10, 11, 12, 14, 15, 19 and 20.

SELLER hereby warrants to BUYER that SELLER has legal title to such units and good and lawful right to sell such units and that title to such units is free of all claims, liens, security interests and other encumbrances of any nature.

SELLER hereby covenants to defend this title to subject units of railroad equipment against the demands of all persons whomsoever based on claims originating prior to the delivery of subject units by SELLER.

By acceptance of said units, BUYER agrees to pay any and all sales and use taxes payable in connection with the sale.

IN WITNESS WHEREOF, SELLER has caused this Bill of Sale to be executed in its name by its vice president thereunto duly authorized and its corporate seal to be hereunto affixed and duly attested this 9th day of April, 1974.

BAY STATE MILLING COMPANY

ATTEST:

Thomas H. Krawt
Assistant Secretary

By Allan H. Surplus
Allan H. Surplus
Vice President - Transportation

(CORPORATE SEAL)

5738-D

Commonwealth of Massachusetts } ss
Suffolk County

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STATE COMMERCE COMMISSION

On this 9th day of April, 1974, before me personally appeared Allan H. Surplus, to me personally known, who being by me duly sworn, says that he is the Vice President of Bay State Milling Company, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

SEAL

Alan C. Sandford
Notary Public

My Commission Expires: _____

MY COMMISSION EXPIRES MARCH 6, 1975

SCHEDULE 1 - A

MANUFACTURER:	General American Transportation Corporation
DESCRIPTION OF EQUIPMENT:	10 airslide cars
CAR NUMBERS:	BSMX 47068 to BSMX 47077, both inclusive
PRICE:	\$15,250.00 per unit
TOTAL PRICE:	\$152,500.00
OUTSIDE DELIVERY DATE:	September 30, 1970
DELIVER TO:	Bay State Milling Company, as designated
RENT PERIOD:	12 years commencing with the first rent payment date
PERIODIC RENT:	48 quarterly installments, in advance, in the amount of \$611.83 per car or an aggregate of \$6,118.30 for the 10 cars

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals of such Item shall be ratably increased or reduced.

LESSEE: Bay State Milling Company

SCHEDULE 1 - B

MANUFACTURER: American Car and Foundry Company

DESCRIPTION OF EQUIPMENT: 10 20 airslide cars

CAR NUMBERS: BSMX 1 to BSMX 20,
both inclusive 1, 2, 3, 4, 5, 6, 13, 14, 17, 18

PRICE: \$18,900.00 per unit

TOTAL PRICE: \$378,000.00

OUTSIDE DELIVERY DATE: September 30, 1970

DELIVER TO: Bay State Milling Company,
as designated

RENT PERIOD: 12 years commencing with the
first rent payment date

PERIODIC RENT: 48 quarterly installments, in
advance, in the amount of \$758.27
per car or an aggregate of \$15,165.40
for the 20 cars

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals of such Item shall be ratably increased or reduced.

LESSEE: Bay State Milling Company

SCHEDULE 1 - C

MANUFACTURER:	General American Transportation Corporation
DESCRIPTION OF EQUIPMENT:	15 airslide cars
CAR NUMBERS:	BSMX 47078 to BSMX 47092 both inclusive
PRICE:	\$15,250.00 per unit
TOTAL PRICE:	\$228,750.00
OUTSIDE DELIVERY DATE:	September 30, 1970
DELIVER TO:	Bay State Milling Company, as designated
RENT PERIOD:	12 years commencing with the first rent payment date
PERIODIC RENT:	48 quarterly installments, in advance, in the amount of \$611.83 per car or an aggregate of \$9,177.45 for the 15 cars.

In the event the price of any Items covered by this Schedule is greater or less than the amount shown above, the rentals of such Item shall be ratably increased or reduced.

LESSEE: Bay State Milling Company